



STATE OF IOWA
MASTER AGREEMENT

MA# 005 CT2273X 4
EFFECTIVE BEGIN DATE: 01-01-2006
EXPIRATION DATE: 12-31-2006
PAGE: 1 of 6

BUYER : SHARON DOWNEY
Sharon.Downey@iowa.gov
515-281-5982

FOB

PAYMENT TERMS (%): DAYS:

VENDOR:

Atd-American Company
135 Greenwood Ave

Wyncote, PA 19095-1396
USA

VENDOR CONTACT:

Jon Zaslow

PHONE: 215-576-1000

EMAIL: bid3@atd.com

VENDOR #: 23192119600

EXT: 2218

DESCRIPTION OF ITEMS CONTRACTED

SHEETS, BLANKETS, PILLOWS AND TOWELS

Contract To Provide Sheets, Blankets, Pillows And Towels Pursuant To The Specifications, Terms And Conditions Of Sealed Bid No. 90200s025 Dated October 24, 2001 On File With The Department Of General Services, Purchasing Division, Hoover Building, Level A, Des Moines, Iowa 50319-0105. Delivery: 15-30 A.R.O. Minimum Order For Acceptance Case Pack

CONTACT PERSON: SHARON GOUTON

PHONE 215-576-1000

FAX 215-576-1827

EMAIL: AMERICAN@ATD.COM

NOTE: THE FOLLOWING ITEM NUMBER 1 TUF-TEX AMERICORD BEDSPREAD, 4 CHATHAM TOUGH ONE BLANKET, 12 CHRPENTER PROTECH PILLOW, 15 CHATHAM TOUGH ONE BLANKET.
MEET ASTM D 4151-92 FLAMMABILITY REQUIREMENTS.

RENEWAL PERIODS

FROM 01-01-2006 TO 12-31-2006

THRESHOLDS

MINIMUM ORDER AMOUNT:

MAXIMUM ORDER AMOUNT:

NOT TO EXCEED AMOUNT:

AUTHORIZED DEPARTMENT

ALL

SUB Political Sub-divisions

TOTAL \$0.00

VENDOR:

APPROVED BY:

THIS MA IS SUBJECT TO THE TERMS AND
CONDITIONS ATTACHED HERETO.
PLEASE SEE ATTACHMENTS FOR
FURTHER DESCRIPTIONS.



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LINE NO.	QUANTITY / SERVICE DATES	UNIT	COMMODITY / DESCRIPTION	UNIT COST / PRICE OF SERVICE
1	0.00000	EA	8501229 BLANKETS, 100% COTTON BEDSPREADS 76 X 110, Ribcord Type 100% Cotton, Square Corners Wt To Be 2.5 Or Better Each Only First Quality Brand: Color: BEDSPREADS, 76 X 110 RIBCORDER TYPE FIRST QUALITY Variety Of Colors. Made In Usa. Mill: Tuf-Tex Brand: Tuf-Tex Style # Ameri-Cord Fr. Weight: 2-1/4 Lbs Colors: Sky, Royal, Rose, Jade Mauve And Sand.	\$14.940000 \$0.000000
2	0.00000	EA	8501229 BLANKETS, 100% COTTON 76 X 110, Ribcord Type 100% Cotton, Square Corners Wt To Be 2.5 Or Better Each Only First Quality Brand: Color: BEDSPREADS, 76 X 110 RIBCORDER TYPE 55% Cotton/45% Polyester. Mill: Pakistan Brand: Cotton Craft Style #Rcbl-76110 Colors: Blue, Wedgewood Blue, Teal Beige, Raspberry, Hunter, Sage & White. Case Pack, 12 Each/Color/Case Tested And Approved By Ivh.	\$11.280000 \$0.000000
3	0.00000	EA	8501229 BLANKETS, 100% COTTON Thermal, 66 X 90, 100% Cotton Wt 2.88 Or Better, Vat Dyed Colors 1st Quality Only, Whipstitched Edges Brand: Color: BLANKETS, 66 X 90 THERMAL TYPE 100 PERCENT COTTON Weight 2.875 Or Better. Vat Dyed Colors 1st Quality. Made In Usa. Whipstitched Edges. Brand: Standard Textiles Mill: Augusta Style #: 7892 Colors: Blue, Beige, Green, Cream, Case Pack, 24 Each/Color/Case Orange Is No Longer Available.	\$10.380000 \$0.000000
4	0.00000	EA	8501233 BLANKETS, 100% POLYESTER Owen/Rugged One, 72 X 90, Treated-Soil And Stain Repellent. Will Not Wash Out. 100% Polyester, Needlewoven Whip Stitched Ends, Wt 2.5 Lbs Color: BLANKETS, 72 X 90 100 PERCENT POLYESTER Owens Rugged One \$ 5.98 Each * Chatham Tough One \$ 9.63 Each ** Treated Soil And Stain Repellent. Will Not Wash Out. Needlewoven-Whip Stitched Ends. Weight 2.25 Lbs. Made In Usa. 100% Polyester, Nylon Bound/2 Ends. Colors: Blue, Bone, Rose, Camel * Blue And Camel ** Case Pack, 4 Each/Color/Case	\$10.580000 \$0.000000
5	0.00000	EA	85012 Blankets, Bedding, All Types BLANKETS, 70 X 84 BATH UNBLEACHED 65% Cotton/35% Polyester. 1st Quality. Weight 1.5 Lbs. Thread Count No Less Than 36 Warp, 32 Fill, 68 Total Per Square Inch. Tensile Strength On Less Than 48 Pounds Warp And 43 Pounds Full, One Inch Hem Top And Bottom. Made In Usa. Brand: Standard Textiles Style: 7860-0120 Mill: Standard-Augusta Case Pack, 24 Each/Case	\$4.430000 \$0.000000
6	0.00000	DZ	85064 Blankets, Bedding, All Types BLANKETS, 70 X 84 BATH UNBLEACHED 65% Cotton/35% Polyester. 1st Quality. Weight 1.5 Lbs. Thread Count No Less Than 36 Warp, 32 Fill, 68 Total Per Square Inch. Tensile Strength On Less Than 48 Pounds Warp And 43 Pounds Full, One Inch Hem Top And Bottom. Made In Usa. Brand: Standard Textiles Style: 7860-0120 Mill: Standard-Augusta Case Pack, 24 Each/Case	\$41.140000 \$0.000000
7	0.00000	DZ	85064 Blankets, Bedding, All Types BLANKETS, 70 X 84 BATH UNBLEACHED 65% Cotton/35% Polyester. 1st Quality. Weight 1.5 Lbs. Thread Count No Less Than 36 Warp, 32 Fill, 68 Total Per Square Inch. Tensile Strength On Less Than 48 Pounds Warp And 43 Pounds Full, One Inch Hem Top And Bottom. Made In Usa. Brand: Standard Textiles Style: 7860-0120 Mill: Standard-Augusta Case Pack, 24 Each/Case	\$49.670000 \$0.000000
8	0.00000	DZ	85064 Blankets, Bedding, All Types BLANKETS, 70 X 84 BATH UNBLEACHED 65% Cotton/35% Polyester. 1st Quality. Weight 1.5 Lbs. Thread Count No Less Than 36 Warp, 32 Fill, 68 Total Per Square Inch. Tensile Strength On Less Than 48 Pounds Warp And 43 Pounds Full, One Inch Hem Top And Bottom. Made In Usa. Brand: Standard Textiles Style: 7860-0120 Mill: Standard-Augusta Case Pack, 24 Each/Case	\$51.870000 \$0.000000



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9	0.00000	DZ	85064	\$11.870000 \$0.000000
			Sheets and Pillow Cases	
			Pillow Cases, Standard Type, Size 42 X 34, 108 Count, T180 1st Grand. Made In Usa. Brand: Augusta Weight: 3.5 Lbs Dozen Mill: Augusta Case Pack, 6 Dozen Case.	
10	0.00000	DZ	8508886	\$3.680000 \$0.000000
			TOWELS, TERRY	
			T-Towels, 100% Unbleached Cotton Brand: Import Style: 15" X 26" Herringbone With Green Stripe. Weight: 1.1 Lbs Dozen Case Pack, 100 Dozen/Bale	
12	0.00000	EA	85063	\$4.580000 \$0.000000
			Pillows, All Types	
			Fire Retardant/Stain And Fluid Resistant, Non-Allergenic. Standard Size. 18 Oz Filler. Made In Usa. Brand Carpenter #18cwe, Protech Ticking. Blend: Protech Ticking, Polyester Fiberfill. Case Pack, 12 Each/Case	
13	0.00000	EA	85063	\$5.170000 \$0.000000
			Pillows, All Types	
			Queen Pillow 20 X 30, Green Label, Non-Allergenic. Made In Usa. Brand: Carpenter Style: 2132 Perfect Choice Green Weight: 25 Oz. Blend: Poly/Cotton Ticking,	
14	0.00000	EA	85063	\$1.980000 \$0.000000
			Pillows, All Types	
			Queen Pillow Protector, 130 Count, Zipper. Made In Usa. Brand: Excellent Art Style: Npq Blend: 50% Cotton 50% Polyester Case Pack, 12 Each/Case	
15	0.00000		8501233	\$0.000000 \$0.000000
			BLANKETS, 100% POLYESTER	
			BLANKETS, 70 X 84 BATH UNBLEACHED	
			Owen \$ 9.94 * Chatham Tough One \$ 14.98 **	
			Queen/King Blanket, With Nylon Binding. 102 X 90 Made In Usa, 1st Quality. Style: Plymouth Weight: 4.5 Lbs/Each * 3.25 Lbs/Each ** Blend: 100% Polyester Mill: Charles Owen Case Pack, 6 Each/Color/Case	
16	0.00000	DZ	8508886	\$28.480000 \$0.000000
			TOWELS, TERRY	
			Towels, Bath 24 X 48 White, 1st Quality Made In Usa. Hem Ends. Brand: 1888 Mills Style: B648 Weight: 8 Lbs/Dozen Blend: 86% Cotton, 14% Polyester Case Pack, 5 Dozen Case	
17	0.00000	DZ	8508886	\$2.340000 \$0.000000
			TOWELS, TERRY	
			Dishcloths 100% Cotton, Terry Cloth. 12 X 12 Finished Size. Terry Cloth Waffle Weave, Assorted Colors. Stitched Edges. Brand: Import Style: Waffle Weave Weight: 8 Oz/Dozen Case Pack, 100 Dozen Bale. Tested And Approved By Ivh	
18	0.00000	DZ	8508886	\$14.580000 \$0.000000
			TOWELS, TERRY	
			Flour Sack Towels, 36 X 40 Finished Size. Made In Usa. Brand: Riegel Style: 11202-152 Crash W/Red Border Weight: 1.75 Lbs. Dozen Blend: 100% Cotton Case Pack, 50 Dozen Case.	
19	0.00000	DZ	8508886	\$3.120000 \$0.000000
			TOWELS, TERRY	
			Bar Mops, 17 X 20 Finished Size. Ribbed 100% Cotton Towel, Bleached, Hem Ends. 1.1 Lb. Brand: Import Case Pack, 100 Dozen Bale. Tested And Approved By Ivh	
20	0.00000	DZ	8508886	\$11.470000 \$0.000000
			TOWELS, TERRY	
			Face/Hand Towels, 16 X 27" White, Made In Usa. 1st Quality. Hemmed Ends. Brand: 1888 Mills Style: B650 Weight: 3.0 Lbs Dozen Blend: 86% Cotton, 14% Polyester Case Pack, 10 Dozen Case	



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21	0.00000		98001	\$0.000000
			Credit	\$0.000000
			CREDITS AND RETURNS	



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TERMS AND CONDITIONS

Incorporation

The Request for Proposal and/or bid documents for this project and the vendor's proposal in response to the RFP or Bid together with any clarifications, attachments, appendices, or amendments of the State or the Vendor are incorporated into this Contract by reference as if fully set forth in this Contract.

Remedies upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods and/or services, the State shall provide a cure notice. The notice to cure shall state the maximum length of time the vendor has to cure. If after the time period stated in the notice to cure has passed, the vendor continues to be in default, the State may procure goods and/or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting vendor. The State's Attorney General shall be requested to make collection from the defaulting vendor.

Force Majeure

Force majeure includes acts of God, war, civil disturbance and any other causes which are beyond the control and anticipation of the party affected and which, by the exercise of reasonable diligence, the party was unable to anticipate or prevent. These provisions of force majeure also apply to subcontractors or suppliers of the Vendor. Force majeure does not include financial difficulties of the Vendor or any associated company of the Vendor, or claims or court orders that restrict the Vendor's ability to deliver the goods or services contemplated by this Agreement. Neither the Vendor nor the State shall be liable to the other for any delay or failure of performance of this Agreement caused by a force majeure, and not as a result of the fault or negligence of a party.

Subcontractors

The successful vendor shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful vendor may engage for the completion of any contract with the State. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the vendor from default remedies. The successful vendor shall be responsible for payment to all subcontractors and all other third parties.

Termination-Non-Appropriation

Notwithstanding any other provision of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the State to appropriate funds, discontinuance or material alteration of the program for which funds were provided, then the State shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

Immunity of State/Fed Agencies

The vendor shall defend and hold harmless the State and Federal funding source for the State of Iowa from liability arising from the vendor's performance of this contract and the vendor's activities with subcontracted and all other third parties.

Assignment

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the General Services Enterprise - Purchasing.

Anti-Trust Assignment

For good cause and as consideration for executing this purchase order, the vendor, through its duly authorized agent, conveys, sells, assigns, and transfers to the State of Iowa all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by the State of Iowa pursuant to the using State of Iowa agency.

Delivery and Acceptance

When an award has been made to a vendor and the purchase order issued, deliveries are to be made in the following manner.

- A. Deliveries - All deliveries are to be made only to the point specified on the purchase order. If delivery is made to any other point, it shall be the responsibility of the vendor to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the State.
- B. Delivery Charges - All delivery charges should be to the account of the vendor whenever possible. If not, all delivery charges should be prepaid by vendor and added to the invoice.
- C. Notice of Rejection - The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving agency to the vendor and carrier within a reasonable time after delivery of the item, with a copy of this notice to the General Services Enterprise - Purchasing. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the State of Iowa at any time after acceptance.

Delivery and Acceptance (cont)

- D. Disposition of Rejected item - The vendor must remove at the vendor's expense any item rejected by the State. If the vendor fails to remove that rejected item, the State may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the vendor.
- E. Testing After Delivery - Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, vendors will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

Title to Goods

The vendor warrants that the goods purchased hereunder are free from all liens, claims or encumbrances.

Indemnification

To the extent that goods are not manufactured in accordance with the State's design, the vendor shall defend, indemnify and hold harmless the State of Iowa, the State's assignees, and other users of the goods from and against any claim of infringement of any Letter Patent, Trade Names, Trademark, Copyright or Trade Secrets by reason of sale or use of any articles purchased hereunder. The State shall promptly notify the vendor of any such claim.

Nondiscrimination

The vendor is subject to and must comply with all federal and state requirements concerning fair employment and will not discriminate between or among them by reason of race, color, religion, sex, national origin or physical handicap.

Warranty

The vendor expressly warrants that all goods supplied shall be merchantable in accordance with the Uniform Commercial Code, Section 2-314 and the Iowa Code, Section 554.2314.

Taxes



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The State of Iowa is exempt from the payment of Iowa sales tax, motor vehicle fuel tax and any other Iowa tax that may be applied to a specified commodity and/or service. Contractors performing construction activities are required to pay state sales tax on the cost of materials. The Iowa Department of Revenue exemption letter will be furnished to a vendor upon request.

Hazardous Material

All packaging, transportation, and handling of hazardous materials shall be in accordance with applicable federal and state regulations including, but not limited to, the Material Safety Data Sheet provision of O.S.H.A. Hazard Communication Standard 29CFR 1910.1200, and Iowa Administrative Code, Chapter 567.

Public Records

The laws of the State of Iowa require procurement records to be made public unless exempted by the Code of Iowa.

Miscellaneous

The terms and provisions of this contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this contract shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. If however, jurisdiction is not proper in Polk County District Court, the action shall only be brought in the United States District Court for the Southern District of Iowa, Central Division, providing that jurisdiction is proper in that forum. This provision shall not be construed as waiving any immunity to suit or liability, which may be available to the State of Iowa.

If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

Records Retention

The vendor shall maintain books, records, and documents which sufficiently and properly document and calculate all charges billed to the State of Iowa throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. The vendor shall at, no charge, permit the Auditor of the State of Iowa, or any authorized representative of the State (or where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government) to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the vendor relating to orders, invoices, or payments documentation or materials pertaining to this Agreement.

Independent Contractor

The vendor is an independent contractor performing services for the State of Iowa, and as such shall not hold itself out as an employee or agent of the State.

Performance Monitoring

For all service contracts, the requirements of Iowa Code sections 8.47 shall be incorporated into final terms and conditions of the contract.

N30

NET 30 DAYS